

who is personally known to me to be such officer and who is personally known to me to be the person who executed, as such officer, the within instrument of writing on behalf of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



Irma A. Burger
Notary Public

IRMA A. BURGER

My Commission Expires

Jan. 28, 1952

Recorded October 23, 1959 at 2:50 P.M.

Harold A. Beck

Register of Deeds

Reg. No. 15,572
Fee Paid \$16.50

71637

BOOK 123

MORTGAGE

Loan No. RM-504901B

This Indenture, Made this 23rd day of October, 1959
between Alan J. Stewart and Elmer L. Stewart, his wife

Douglas
of Shawnee County, in the State of Kansas, of the first part, and CAPITOL FEDERAL SAVINGS AND LOAN ASSOCIATION of Topeka, Kansas, of the second part;

WITNESSETH: That said first parties, in consideration of the loan of the sum of Fourteen Thousand Six Hundred Fifty and No/100 ----- DOLLARS

made to them by second party, the receipt of which is hereby acknowledged, do by these presents mortgage and warrant unto said second party, its successors and assigns, all of the following-described real estate situated in the County of Douglas and State of Kansas, to-wit:

Lot Nineteen (19), in Block "C", in Lawrence Heights, an Addition to the City of Lawrence, Douglas County, Kansas.

(It is understood and agreed that this is a purchase money mortgage.)

Together with all heating, lighting, and plumbing equipment and fixtures, including stokers and burners, screens, awnings, storm windows and doors, and window shades or blinds, used on or in connection with said property, whether the same are now located on said property or hereafter placed thereon.

TO HAVE AND TO HOLD THE SAME, With all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever, and hereby warrant the title to the same.

PROVIDED ALWAYS, And this instrument is executed and delivered to secure the payment of the sum of Fourteen Thousand Six Hundred Fifty and No/100 ----- DOLLARS with interest thereon, advanced by said Capitol Federal Savings and Loan Association, and such charges as may become due to said second party under the terms and conditions of the note secured hereby, which note is by this reference made a part hereof, to be repaid as follows:

In monthly installments of \$ 98.34 each, including both principal and interest. First payment of \$ 98.34 due on or before the 20th day of December, 1959, and a like sum on or before the 20th day of each month thereafter until total amount of indebtedness to the Association has been paid in full.

It is agreed that the mortgagor, may, at any time during the mortgage term, and in its discretion, apply for and purchase mortgage guaranty insurance, and may apply for renewal of such mortgage guaranty insurance covering this mortgage, and pay premiums due by reason thereof, and require repayment of the mortgagor of such amounts as are advanced by the mortgage. In the event of failure by mortgagor to repay said amounts to the mortgagee, such failure shall be considered a default, and the provisions of the mortgage and the note secured thereby with regard to default, shall be applicable.